

IN RE: PETITION FOR SPECIAL HEARING	* BEFORE THE
SW/S Beaver Dam Road, 204' NW of the c/l	
Beaver Court	* ZONING COMMISSIONER
(10604 -- 10606 Beaver Dam Road)	
8 <sup>th</sup> Election District	* OF BALTIMORE COUNTY
3 <sup>rd</sup> Council District	
	* Case No. 02-350-SPH
Frederick L. Matusky, et ux, Owners;	
Roy Fields, Contract Lessee	*

\* \* \* \* \*

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owners of the subject property, Frederick L. and Patricia A. Matusky, owners, and Roy Fields, Contract Lessee. The Petitioners request a special hearing to approve an amendment to the previously approved site plan and Order issued in prior Case No. 99-334-XA on April 16, 1999 to expand the uses on the subject property from an automotive detailing operation only, to include the repair of motor vehicles, pursuant to Section 253.2.B.3 of the Baltimore County Zoning Regulations (B.C.Z.R.). The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the request were Frederick L. Matusky, property owner, Roy Fields, Contract Lessee, and Edward C. Covahey, Jr., Esquire, attorney for the Petitioners. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property is a triangular shaped parcel located on the west side of Beaver Dam Road, adjacent to the right-of-way for the MTA Light Rail in Hunt Valley. The property contains a gross area of .803 acres, more or less, zoned M.I.-I.M., and is presently improved with a 9,600 sq.ft. building collectively known as 10604 and 10606 Beaver Dam Road. The property has been divided into several uses, including an existing warehouse with a proposed future office addition, a future storage building to the rear of the site,

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Date

By

4/25/02

*[Signature]*

and an existing service garage, which was the subject of prior Case No. 99-334-XA. In that matter, special exception and variance relief were granted by Deputy Zoning Commissioner Timothy M. Kotroco on April 19, 1999. Specifically, a service garage and variances from front and side yard setback requirements were granted for that portion of the existing building which bears the address 10606 Beaver Dam Road. The special exception relief was granted for Visionelle, Inc., a car detailing operation, which was then a tenant of Mr. & Mrs. Matusky. Services offered by Visionelle included the washing, waxing, vacuuming and related cleaning services of automobiles. That business did not perform any body or fender work, or mechanical/automotive service work on the property. Deputy Commissioner Kotroco approved the Petitions at that time, however, entered certain restrictions on the use. Restriction No. 2 limited the use to an automotive detailing operation, only, and provided that no body or fender work, mechanical repairs, or customizing of vehicles could be performed on the premises. The Order indicated that if the Petitioners chose to expand the business to include those service garage uses, that a Petition for Special Hearing need be filed to determine the appropriateness of such expanded use.

Apparently, Visionelle, Inc. is no longer operating on the property. Mr. Fields, who previously operated a service garage near the Timonium Fairgrounds on York Road in Timonium, recently relocated his business to the subject site. He indicated that his business originally catered to the servicing of Mercedes automobiles; however, he has recently also accepted work from a local business to service a fleet of light trucks (vans). In any event, he seeks approval of his service garage use on the subject property, utilizing the 6,030 sq.ft. previously occupied by Visionelle, Inc.

It is to be noted that the existing building contains 11 interior service bays. Moreover, there is no additional variance relief sought at the present time. The site apparently has sufficient room for parking and can accommodate the business. In fact, relocation has already been accomplished.

Mr. Fields indicated that the business primarily operates from 8:00 AM to 5:30 PM, Monday through Friday, and that occasionally, a "rush job" will be completed on a Saturday.

Besides Mr. Fields, there are four additional employees of the business, including three technicians/mechanics, and an office assistant. Most of the business is by appointment; however, there is an occasional walk-in. Additionally, there are all types of service garage work done, including routine maintenance as well as more heavy-duty work, such as transmission and engine repair/replacement. Although there is no significant body and fender repair operation, occasionally, bent fenders will be repaired, or similar minor cosmetic body work performed.

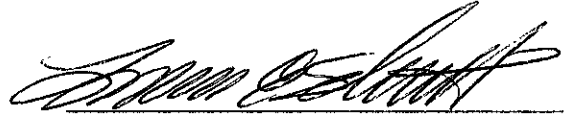
Based upon the testimony and evidence offered, I am persuaded to grant the Petition for Special Hearing. In my judgment, the proposed use meets the requirements of law and will not be detrimental to the health, safety or general welfare of the surrounding locale. As noted above, this site is adjacent to Beaver Dam Road, near the Cockeysville Road industrial park and the larger Hunt Valley industrial community. There are no residences in the immediate vicinity and the character of the area is generally commercial/office/manufacturing. Thus, the proposal appears appropriate for this property and will not be detrimental to the surrounding locale. Moreover, it is to be noted that there were no Protestants present and no adverse Zoning Advisory Committee (ZAC) comments were submitted by any Baltimore County reviewing agency.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons set forth herein, the relief requested shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 25<sup>th</sup> day of April, 2002 that the Petition for Special Hearing seeking approval of an amendment to the previously approved site plan and Order issued in prior Case No. 99-334-XA on April 16, 1999 to expand the uses on the subject property from an automotive detailing operation, only, to include the repair of motor vehicles, pursuant to Section 253.2.B.3 of the Baltimore County Zoning Regulations (B.C.Z.R.), in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restrictions:

- 1) The Petitioners may apply for their use permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

- 2) There will be no disabled or damaged vehicles stored outside overnight.
- 3) When applying for any permits, the site plan filed must reference this case and set forth and address the restrictions of this Order.



LAWRENCE E. SCHMIDT  
Zoning Commissioner  
for Baltimore County

LES:bjs

ORDER RECEIVED FOR FILING

Date

4/23/02

By

196p



Baltimore County  
Zoning Commissioner

Suite 405, County Courts Bldg.  
401 Bosley Avenue  
Towson, Maryland 21204  
410-887-4386  
Fax: 410-887-3468

April 26, 2002

Edward C. Covahey, Jr., Esquire  
614 Bosley Avenue  
Towson, Maryland 21204

RE: PETITION FOR SPECIAL HEARING  
SW/S Beaver Dam Road, 204' NW of the c/l Beaver Court  
(10604 - 10606 Beaver Dam Road)  
8<sup>th</sup> Election District - 3<sup>rd</sup> Council District  
Frederick L. Matusky, et ux, Owners; Roy Fields, Lessee - Petitioners  
Case No. 02-350-SPH

Dear Mr. Covahey:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing has been granted, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Department of Permits and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lawrence E. Schmidt".

LAWRENCE E. SCHMIDT  
Zoning Commissioner  
for Baltimore County

LES:bjs

cc: Mr. & Mrs. Frederick L. Matusky  
10604 Beaver Dam Road, Hunt Valley, Md. 21030  
Mr. Roy Fields  
10606 Beaver Dam Road, Hunt Valley, Md. 21030  
People's Counsel; Case File





# Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 10604-10606 Beaver Dam Road  
which is presently zoned M.L.-I.M.

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

an amendment to the findings of fact and conclusions of law of Case No. 99-334-XA and Order of the Deputy Zoning Commissioner dated April 16, 1999 to expand the uses on the subject property from an automotive detailing operation ~~as permitted in an M.L.-I.M. zone~~ <sup>(AND THE SITE PLAN) (OLD) TO AMEND (E.C.C.)</sup> to include the repair of motor vehicles pursuant to §253.2.B.3 of the Baltimore County Zoning Regulations.

Property is to be posted and advertised as prescribed by the zoning regulations. I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

## Contract Purchaser/Lessee:

Roy Fields  
Name - Type or Print  
Roy Fields  
Signature  
10606 Beaver Dam Road 410-527-1010  
Address Telephone No.  
Hunt Valley, MD 21030  
City State Zip Code

## Attorney For Petitioner:

Edward C. Covahey, Jr.  
Name - Type or Print  
Edward C. Covahey, Jr.  
Signature  
Covahey & Boozer, P.A.  
Company  
614 Bosley Avenue 410-828-9441  
Address Telephone No.  
Towson, MD 21204  
City State Zip Code

## Legal Owner(s):

FREDERICK L. MATUSKY  
Name - Type or Print  
Fredrick L. Matusky  
Signature  
Patricia A. Matusky  
Name - Type or Print  
Patricia A. Matusky  
Signature  
10604 Beaver Dam Road 410-527-0060  
Address Telephone No.  
Hunt Valley, MD 21030  
City State Zip Code

## Representative to be Contacted:

Roy Fields  
Name  
10606 Beaver Dam Road 410-527-1010  
Address Telephone No.  
Hunt Valley, MD 21030  
City State Zip Code

## OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING \_\_\_\_\_

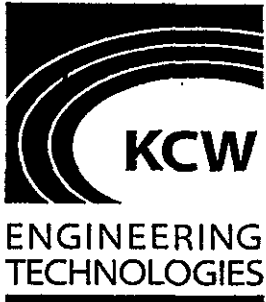
UNAVAILABLE FOR HEARING \_\_\_\_\_

Reviewed By JNP Date 2/22/02

Case No. 02-350-SPH

ORDER RECEIVED FOR FILING  
Date 2/20/02  
By [Signature]

REC 9/15/98



## ZONING DESCRIPTION

FREDERICK L. MATUSKY

PATRICIA A. MATUSKY

10604 Beaver Dam road

8<sup>TH</sup> Election District

BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point on the westernmost side of Beaver Dam Road, said Point of Beginning being situate ~~196~~ feet, more or less, north of the intersection of the centerline of Beaver Court and Beaver Dam Road, and running thence the eight following courses and distances:

1. By a curve to the right having a radius of 2,823.79 feet, an arc length of 13.58 feet; a chord bearing South 36 degrees 00 minutes 04 seconds East 13.58 feet to a point.
2. South 04 degrees 09 minutes 01seconds East a distance of 5.81 feet to a point.
3. South 34 degrees 49 minutes 30 seconds East a distance of 97.56 feet to a point.
4. North 55 degrees 15 minutes 53 seconds East a distance of 2.96 feet to a point.
5. By a curve to the right having a radius of 2,823.79 feet, an arc length of 100.85 feet; a chord bearing South 32 degrees 45 minutes 33 seconds East 100.84 feet to a point.
6. South 01 degrees 19 minutes 42 seconds West a distance of 22.47 feet to a point.
7. North 84 degrees 49 minutes 07 seconds West a distance of 352.46 feet to a point.
8. North 53 degrees 28 minutes 51 seconds East a distance of 286.72 feet to the Point of Beginning.

CONTAINING 34932.3053 square feet or 0.803 acres more or less.



02-350-SPH

BALTIMORE COUNTY, MARYLAND  
OFFICE OF BUDGET & FINANCE  
MISCELLANEOUS RECEIPT

No. 10126

DATE 2.22.02 ACCOUNT A-001-006-6150

AMOUNT \$ 250.00

RECEIVED FROM: Frederick L. Matstey

FOR: 10604-10606 Beaver Dam Road

Special Hearing 02-350-SPH

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

PAID RECEIPT

PAYMENT ACTUAL TIME  
2/22/2002 2/22/2002 10:39:16

REG 4502 CASHIER JENA JEE DRYER 2  
RECEIPT # 191355 DELEN  
Post 5 528 ZWING VERIFICATION  
CR #1 010126

Recpt Tot 250.00  
250.00 OK .00 CR  
Baltimore County, Maryland

CASHIER'S VALIDATION



# CERTIFICATE OF POSTING

RE: Case No.: 02-350-SPHPetitioner/Developer: ROY FIELDS  
% COVAHEYDate of Hearing/Closing: 4/19/02

Baltimore County Department of  
Permits and Development Management  
County Office Building, Room 111  
111 West Chesapeake Avenue  
Towson, MD 21204

It* Fax Note 7671		Date	# of pages
To	<u>ROBIN/BETTY</u>	From	<u>O'KEEFE</u>
Co./Dept	<u>ZONING COMM.</u>	Co.	
Phone #	<u>301 4386</u>	Phone #	<u>666-5366</u>

## NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #02-350-SPH  
10604-10606 Beaver Dam Rd.  
W/S of Beaver Dam Rd., 196'  
NW of Beaver Court.  
8th Election District  
3rd Councilmanic District  
Legal Owner(s): Frederick L. Matusky

Contract Purchaser: Roy Fields  
**Special Hearing:** to expand the uses and the site plan on the subject property in zoning case 99-334-XA from an automotive detailing operation to include the repair of motor vehicles.

Hearing: Friday, April 19, 2002 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue.

LAWRENCE E. SCHMIDT  
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-4386.

(2) For information concerning the 'File' and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

4/009 Apr. 4 C529833

## CERTIFICATE OF PUBLICATION

4/4, 2002

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 4/4, 2002.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News

S. Wilkinson

LEGAL ADVERTISING

# DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT

## ZONING REVIEW

### ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

**OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.**

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#### For Newspaper Advertising:

Item Number or Case Number: 02-350-SPH

Petitioner: Frederick L. Matusky

Address or Location: 18604- Beaver Dam Road

PLEASE FORWARD ADVERTISING BILL TO:

Name: EDWARD C. COVAHEY

Address: 614 BOSLEY AVENUE  
BALTIMORE, MD. 21204

Telephone Number: (410) 828-9441

TO: PATUXENT PUBLISHING COMPANY  
Thursday, April 4, 2002 Issue – Jeffersonian

Please forward billing to:  
Edward C Covahey  
614 Bosley Avenue  
Towson MD 21204

410 828-9441

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## NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 02-350-SPH  
10604-10606 Beaver Dam Road  
W/S of Beaver Dam Road, 196' NW of Beaver Court  
8<sup>th</sup> Election District – 3<sup>rd</sup> Councilmanic District  
Legal Owner: Frederick L Matusky  
Contract Purchaser: Roy Fields

Special Hearing to expand the uses and the site plan on the subject property in zoning case 99-334-XA from an automotive detailing operation to include the repair of motor vehicles.

HEARING: Friday, April 19, 2002 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue



Lawrence E. Schmidt

LAWRENCE E. SCHMIDT G07  
ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.  
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



Baltimore County  
Department of Permits and  
Development Management

Director's Office  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204  
410-887-3353  
Fax: 410-887-5708

March 11, 2002

## NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 02-350-SPH  
10604-10606 Beaver Dam Road  
W/S of Beaver Dam Road, 196' NW of Beaver Court  
8<sup>th</sup> Election District – 3<sup>rd</sup> Councilmanic District  
Legal Owner: Frederick L Matusky  
Contract Purchaser: Roy Fields

Special Hearing to expand the uses and the site plan on the subject property in zoning case 99-334-XA from an automotive detailing operation to include the repair of motor vehicles.

HEARING: Friday, April 19, 2002 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon G D Z  
Director

C: Edward C Covahey, Jr., Covahey & Boozer, 614 Bosley Ave, Towson 21204  
Mr. & Mrs. Frederick L Matusky, 10604 Beaver Dam Road, Hunt Valley 21030  
Roy Fields, 10606 Beaver Dam Road, Hunt Valley 21030

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY THURSDAY, APRIL 4, 2002.**  
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.  
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.





Baltimore County  
Department of Permits and  
Development Management

Development Processing  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204  
pdmlandacq@co.ba.md.us

April 12, 2002

Mr. Edward C Covahey Jr  
Covahey & Boozer  
614 Bosley Avenue  
Towson MD 21204

Dear Mr. Covahey:

RE: Case Number: 02-350-SPH, 10604 – 10606 Beaver Dam Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on February 22, 2002.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

W. Carl Richards, Jr. G D Z  
Supervisor, Zoning Review

WCR: gdz

Enclosures

c Mr. & Mrs. Frederick L Matusky, 10604 Beaver Dam Road, Hunt Valley 21030.  
Roy Fields, 10606 Beaver Dam Road, Hunt Valley MD 21030  
People's Counsel

Come visit the County's Website at [www.co.ba.md.us](http://www.co.ba.md.us)




BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director  
Department of Permits & Development  
Management

DATE: April 9, 2002

FROM:  Robert W. Bowling, Supervisor  
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting  
for March 11, 2002  
Item Nos. 333, 350, 351, 352, 353,  
354, 355, 356, 358 and 359

The Bureau of Development Plans Review has reviewed the subject zoning items, and we have no comments.

RWB:CEN:cab

cc: File



Baltimore County  
Fire Department

Office of the Fire Marshal  
700 East Joppa Road  
Towson, Maryland 21286-5500  
410-887-4880

March 12, 2002

Department of Permits and  
Development Management (PDM)  
County Office Building, Room 111  
Mail Stop #1105  
111 West Chesapeake Avenue  
Towson, Maryland 21204

ATTENTION: George Zahner

RE: Property Owner: Michael E. Harris - 344  
Frederick L. Matusky - 350  
Pamela D. Redfery - 352  
Thomas M. Goins - 353  
Joseph W. Schmitz, Jr. - 354  
Harold C. Green - 356

Location: DISTRIBUTION MEETING OF March 11, 2002

Item No: 344, 350, 352, 353, 354, 356

Dear Ms. Stephens:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

4. The site shall be made to comply with all applicable parts of the Baltimore County Fire Prevention Code prior to occupancy or beginning of operation.

REVIEWER: LIEUTENANT JIM MEZICK, Fire Marshal's Office  
PHONE 887-4881, MS-1102F

cc: File

Come visit the County's Website at [www.co.ba.md.us](http://www.co.ba.md.us)



BALTIMORE COUNTY, MARYLAND  
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley *RBS/TLT*

DATE: April 9, 2002

Zoning Advisory Committee Meeting of March 11, 2002

**SUBJECT:** NO COMMENTS FOR THE FOLLOWING ZONING ITEMS:

333, 344, 350-355, 358, 359

Waiting on AG Comments for #356



As  
4/19

# BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE CORRESPONDENCE

**TO:** Arnold Jablon, Director  
Department of Permits and  
Development Management

**DATE:** March 11, 2002

**FROM:** Arnold F. 'Pat' Keller, III  
Director, Office of Planning

**MAR 11 2002**

**SUBJECT:** Zoning Advisory Petition(s): Case(s) 02-329, 02-350, 02-351, 02-355 & 02-357

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer. For further questions or additional information concerning the matters stated herein, please contact Mark A. Cunningham in the Office of Planning at 410-887-3480.

Prepared by:

Mark A. Cunningham

Section Chief:

Jeffrey W. Long

AFK/LL:MAC



**Maryland Department of Transportation  
State Highway Administration**

Parris N. Glendening  
Governor

John D. Porcari  
Secretary

Parker F. Williams  
Administrator

Date: 3.8.02

Mr. George Zahner  
Baltimore County Office of  
Permits and Development Management  
County Office Building, Room 109  
Towson, Maryland 21204

RE: Baltimore County  
Item No. 350

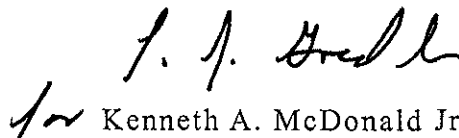
JHP

Dear Mr. Zahner:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

  
for Kenneth A. McDonald Jr., Chief  
Engineering Access Permits Division

My telephone number is \_\_\_\_\_

Maryland Relay Service for Impaired Hearing or Speech  
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717  
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

RE: PETITION FOR SPECIAL HEARING  
10604-10606 Beaver Dam Road, W/S Beaver Dam Rd,  
196' NW of Beaver Ct  
8th Election District, 3rd Councilmanic

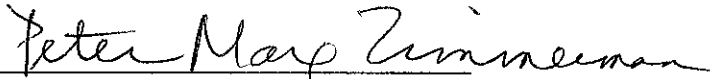
Legal Owner: Frederick L. & Patricia A. Matusky  
Contract Purchaser: Roy Fields  
Petitioner(s)

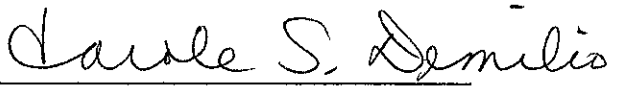
\* BEFORE THE  
\* ZONING COMMISSIONER  
\* FOR  
\* BALTIMORE COUNTY  
\* Case No. 02-350-SPH

\* \* \* \* \*

**ENTRY OF APPEARANCE**

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order. **All parties should copy People's Counsel on all correspondence sent/ documentation filed in the case.**

  
PETER MAX ZIMMERMAN  
People's Counsel for Baltimore County

  
CAROLE S. DEMILIO  
Deputy People's Counsel  
Old Courthouse, Room 47  
400 Washington Avenue  
Towson, MD 21204  
(410) 887-2188

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 13<sup>th</sup> day of March, 2002 a copy of the foregoing Entry of Appearance was mailed to Edward C. Covahey, Jr., Esq., Covahey & Boozer, 614 Bosley Avenue, Towson, MD 21204, attorney for Petitioner(s).

  
PETER MAX ZIMMERMAN

BALTIMORE COUNTY, MARYLAND  
INTEROFFICE CORRESPONDENCE

DATE: March 18, 2002

TO: W. Carl Richards, Jr.  
Zoning Review Supervisor

FROM: Rick Wisnom, Chief  
Division of Code Inspections & Enforcement

SUBJECT: Item No. : 350  
Legal Owner/Petitioner: Frederick L. Matusky  
Property Address: 10604-10606 Beaver Dam Road  
Location Description: W/side of Beaver Dam Road, 196 feet northwest of Beaver Court

VIOLATION INFORMATION: **Case No.: 01-7477**

Please be advised that the aforementioned petition is the subject of an active violation case. **When the petition is scheduled for a public hearing, please notify the following person(s) regarding the hearing date:**

In addition, please find attached a duplicate copy of the following pertinent documents relative to the violation case, for review by the Zoning Commissioner's Office:

Complaint Intake Form/Code Enforcement Officer's report and notes  
State Tax Assessment printout  
Correction Notice  
Code Enforcement Citation

After the public hearing is held, please send a copy of the Zoning Commissioner's order to Helene Kehring in Room 113 in order that the appropriate action may be taken relative to the violation case.

RSW/lrs

c: Code Enforcement Officer Nikolai Peruzovic



Baltimore County  
Department of Permits and  
Development Management

Code Inspections & Enforcement  
County Clerk Building  
111 West Chesapeake Avenue  
Towson, MD 21204

Code Enforcement: 410-887-3351  
Building Inspection: 410-887-3953

Plumbing Inspection: 410-887-3620  
Electrical Inspection: 410-887-3960

**BALTIMORE COUNTY UNIFORM CODE ENFORCEMENT CITATION**  
SERVE ON RESIDENT AGENT, CORPORATE OFFICER, OWNER, TENANT, AS APPLICABLE

18-F6

Citation/Case No. 01-7477	Property No. 22 00 01 6094	Zoning: ML1M
Name(s): MATUSKY FREDERICK L MATUSKY PATRICIA A		
Address: 20800 KENNY MILL RD FREE2AND MD 21053		
Violation Location: 10606 BEAVER DAM RD		
Violation Dates: 11.20.01 1.14.02		

BALTIMORE COUNTY FORMALLY CHARGES THAT THE ABOVE-NAMED PERSON(S) DID  
UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS OR REGULATIONS:

FAILURE TO CEASE OPERATION OF  
SERVICE GARAGE IN ML1M ZONE  
WITHOUT A SPECIAL EXCEPTION

101.1 253.2.B.3

Pursuant to Section 1-8, Baltimore County Code, a civil penalty  
has been assessed, as a result of the violation cited herein, in  
the amount indicated:

\$ 6000

A quasi-judicial hearing has been pre-scheduled in Room 116,  
111 West Chesapeake Avenue, Towson, Maryland, for:

Date: 3.6.02

Time: 9 AM

Citation must be served by:

Date: 1.29.02

I do solemnly declare and affirm, under the penalty of perjury, that the contents stated above are true  
and correct to the best of my knowledge, information, and belief.

Print Name:

PERUZOVIC

Date:

1.14.02

Inspector's Signature

SEE REVERSE SIDE FOR ADDITIONAL DETAILS AND INFORMATION

**NOTICE OF INTENTION TO DEFEND**

Print Name:

Citation/Case No.:

Address:

Date

Defendant's Signature

AGENCY



Baltimore County  
Department of Permits and  
Development Management

Code Inspections and  
Enforcement  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204  
pdmenforce@co.ba.md.us  
pdinspect@co.ba.md.us

February 11, 2002

Edward C. Covahey, Jr. Esquire  
Covahey & Boozer, P.A.  
614 Bosley Avenue  
Towson, Maryland 21204

Re: Case No. 01-7477, 10606 Beaver Dam Road

Dear Mr. Covahey:

Please be advised that a Code Enforcement Hearing has been rescheduled for April 25, 2002 at 9:00 a.m. in Room 116 of the County Office Building, 111 West Chesapeake Avenue, Towson, Maryland 21204. The Hearing is based on a civil citation issued with respect to certain violations concerning the above property. It is important that you appear for the hearing and state your side of the case.

If you have any questions please contact Inspector J. Peruzovic at 410-887-3753, voice mail 7301.

Sincerely,

A handwritten signature in cursive script that reads "Kitty Popelarski".

Kitty Popelarski  
Code Enforcement

c: Nikolai Peruzovic, Code Enforcement Inspector  
Mr. & Mrs. Frederick L. Matusky, 20800 Kenny Mill Rd., Freeland, Md. 21053  
Mr. Roy Fields, 10606 Beaver Dam Rd., Hunt Valley, Md. 21030

01-7477

Come visit the County's Website at [www.co.ba.md.us](http://www.co.ba.md.us)



Baltimore County  
Department of Permits and  
Development Management

258-8100  
Code Inspections and Enforcement  
County Office Building  
111 West Chesapeake Avenue  
Towson, MD 21204

Code Enforcement: 410-887-3351  
Building Inspection: 410-887-3953

Plumbing Inspection: 410-887-3620  
Electrical Inspection: 410-887-3960

BALTIMORE COUNTY UNIFORM CODE ENFORCEMENT CORRECTION NOTICE

Citation/Case No. 01-7477 Property No. 2200016094 Zoning: M21M

Name(s): NATUSKY FREDERICK L & PATRICIA

Address: 20800 KENNY MILL RD FREELAND, MD. 21053

Violation Location: 10606 BEAVER DAM RD

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

CEASE THE OPERATION OF A SERVICE  
GARAGE (DETAIL SHOP) OR  
APPLY FOR A SPECIAL EXCEPTION.

101.1 253.2.B.3 ~~101.1~~

Posted & MAILED

YOU ARE HEREBY ORDERED TO CORRECT THESE VIOLATION(S) ON OR BEFORE:

On or Before: 1.13.01 Date Issued: 11.20.01

FAILURE TO COMPLY WITH THE DEADLINE STATED IS A MISDEMEANOR. A CONVICTION FOR EACH VIOLATION SUBJECTS YOU TO POTENTIAL FINES OF \$200, \$500, OR \$1000 PER DAY, PER VIOLATION, DEPENDING ON VIOLATION, OR 90 DAYS IN JAIL, OR BOTH.

Print Name J. MIKOLAI PERUZOVIC

INSPECTOR: [Signature]  
STOP WORK NOTICE

PURSUANT TO INSPECTION OF THE FOREGOING VIOLATIONS, YOU SHALL CEASE ALL WORK UNTIL THE VIOLATIONS ARE CORRECTED AND/OR PROPER PERMITS OBTAINED. WORK CAN RESUME WITH THE APPROVAL OF THE DIVISION OF CODE INSPECTIONS AND ENFORCEMENT. THESE CONDITIONS MUST BE CORRECTED NOT LATER THAN:

Not Later Than: Date Issued:

INSPECTOR:

AGENCY

# CODE ENFORCEMENT REPORT

NCF

DATE: 11/19/01 INTAKE BY: RC CASE #: 01-7477 INSPEC: 12

COMPLAINT LOCATION: 10606 Beaver Dam Rd.

ZIP CODE: \_\_\_\_\_ DIST: \_\_\_\_\_

COMPLAINANT NAME: Anon Letter PHONE #: (H) \_\_\_\_\_ (W) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PROBLEM: Car business from property not zoned properly

IS THIS A RENTAL UNIT? YES \_\_\_\_\_ NO \_\_\_\_\_  
IF YES, IS THIS SECTION 8? YES \_\_\_\_\_ NO \_\_\_\_\_  
OWNER/TENANT INFORMATION: \_\_\_\_\_

TAX ACCOUNT #: \_\_\_\_\_ ZONING: \_\_\_\_\_

INSPECTION: 11.20.01 Issue & CORRECTION NOTICE TO CEASE OPERATION  
OF SERVICE, GARAGE OR APPLY FOR A SPECIAL EXCEPTION  
EDWARD COVCHY ATTORNEY IS WORKING ON EXCEPTION  
-11- 410 828 7441 1.13.02  
N.P.

REINSPECTION: \_\_\_\_\_

REINSPECTION: \_\_\_\_\_

## ROY FIELDS MERCEDES SERVICE

10606 Beaver Dam Rd.  
Hunt Valley, MD 21030



Mercedes Benz Service Specialists

ROY FIELDS  
President  
Find Us On The Internet  
[www.royfieldsmarcedes.com](http://www.royfieldsmarcedes.com)

410-527-1010  
Fax: 410-527-1075



RA1001B

DATE: 11/19/2001

STANDARD ASSESSMENT INQUIRY (1)

TIME: 11:38:27

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
22 00 016094	08	2-1	07-00	N	NO		09/25/01

MATUSKY FREDERICK L

DESC-1.. IMPS.803 AC

MATUSKY PATRICIA A

DESC-2.. ELLIOTT PROPERTY

20800 KENNY MILL RD

PREMISE. 10606 BEAVER DAM

RD

00000-0000

FREELAND

MD 21053-0000 FORMER OWNER: ELLIOTT RUSSELL L

----- FCV -----		----- PHASED IN -----			
	PRIOR	PROPOSED	CURR	CURR	PRIOR
			FCV	ASSESS	ASSESS
LAND:	223,900	223,900			
IMPV:	313,300	313,300	TOTAL.. 537,200	537,200	537,200
TOTL:	537,200	537,200	PREF...	0	0
PREF:	0	0	CURT...	0	0
CURT:	0	0	EXEMPT.	0	0
DATE:	10/98	00/00			

----- TAXABLE BASIS -----		FM DATE
02/03 ASSESS:	537,200	12/14/00
01/02 ASSESS:	537,200	06/01/01
00/01 ASSESS:	214,880	06/01/00

ENTER-INQUIRY2 PA1-PRINT PF4-MENU PF5-QUIT PF7-CROSS REF

# CODE ENFORCEMENT REPORT

NCF

DATE: 11/19/01 INTAKE BY: RC CASE #: 01-7477 INSPEC: 12

COMPLAINT LOCATION: 10606 Beaver Dam Rd.

ZIP CODE: \_\_\_\_\_ DIST: \_\_\_\_\_

COMPLAINANT NAME: Anon Letter PHONE #: (H) \_\_\_\_\_ (W) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PROBLEM: Car business from property not zoned properly

IS THIS A RENTAL UNIT? YES \_\_\_\_\_ NO \_\_\_\_\_  
IF YES, IS THIS SECTION 8? YES \_\_\_\_\_ NO \_\_\_\_\_

OWNER/TENANT INFORMATION: \_\_\_\_\_

TAX ACCOUNT #: \_\_\_\_\_ ZONING: \_\_\_\_\_

INSPECTION: \_\_\_\_\_

REINSPECTION: \_\_\_\_\_

REINSPECTION: \_\_\_\_\_

REINSPECTION: \_\_\_\_\_

11/16/01  
JT  
Y

8 NOV 01

Baltimore County Government  
ATTN: Code Enforcement  
Ref: 10606 Beaver Dam Road  
Cockeysville, Maryland 21030

Dear Zoning Enforcement;

Last week a new business moved into 10606 Beaver Dam Rd, Cockeysville, MD 21030.

The business is Roy Fields Mercedes Service. They repair auto's. Car's are left outside and sometimes with for sale signs.

I don't believe that the site is zoned for this because previously it was used for office space.

Please investigate this matter

A concerned resident of Baltimore County.

ATTORNEY: EDWARD COVEHY  
410-828-9441

COVAHEY & BOOZER, P. A.

ATTORNEYS AT LAW  
614 BOSLEY AVENUE  
TOWSON, MARYLAND 21204  
AREA CODE 410  
828-9441

EDWARD C. COVAHEY, JR.  
F. VERNON BOOZER \*  
MARK S. DEVAN  
THOMAS P. DORE  
MICHAEL T. PATE  
STACIE D. TRAGESER

FAX 410-823-7530

3/15/02  
7:00 AM  
please call  
3/19/02  
ANNEX OFFICE  
SUITE 302  
606 BALTIMORE AVE  
TOWSON, MD 21204

\* ALSO ADMITTED TO D. C. BAR

March 15, 2002

Arnold Jablon, Director  
Baltimore County Dept. of Permits  
and Development Management  
111 W. Chesapeake Avenue  
Towson, Maryland 21204

Re: Case Nos. 02-350-SPH and 02-355-A

Dear Mr. Jablon:

I received notice setting in Case No. 02-350-SPH for special hearing, and Case No. 02-355-A for a variance, for Thursday, April 19, 2002 at 9:00 a.m. It is requested that George Zahner call me prior to setting in these cases to avoid any court conflicts.

I have an arbitration set by Judge Bollinger involving parties who are flying in from Texas for the hearing on Friday, April 19, 2002 at 10:00 a.m. I would be able to complete the special hearing in Case No. 02-350-SPH, however, I respectfully request that Case No. 02-355-A be continued in that I can envision it requiring a substantial amount of time and expert testimony.

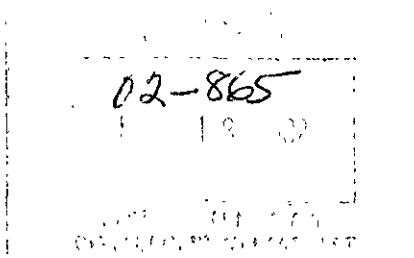
It would be appreciated if I could be called and coordinate the rescheduling of Case No. 02-355-A so that I do not have to again ask for a postponement because of a conflict in my court calendar.

Your indulgence is appreciated.

Very truly yours,

Edward C. Covahey, Jr.

ECC,Jr./ldr  
0315ldr11



4/7

IN RE: PETITIONS FOR SPECIAL EXCEPTION \* BEFORE THE  
AND VARIANCE – SW/S Beaver Dam Road,  
204' NW of the c/l Beaver Court \*  
(10606 Beaver Dam Road) \* DEPUTY ZONING COMMISSIONER  
8<sup>th</sup> Election District \* OF BALTIMORE COUNTY  
3<sup>rd</sup> Councilmanic District \*  
Frederick L. Matusky, et ux, Owners; \* Case No. 99-334-XA  
Visionelle, Inc., Contract Lessee \*

\* \* \* \* \*

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner for consideration of Petitions for Special Exception and Variance filed by the owners of the subject property, Frederick L. and Patricia A. Matusky, and the Contract Lessee, Visionelle, Inc., by Elizabeth A. Smith, President, through their attorney, Thomas Bowie McCarty, Esquire. The Petitioners request a special exception to permit a service garage use on the subject property, pursuant to Section 253.2.B.3 of the Baltimore County Zoning Regulations (B.C.Z.R.), and variance relief from Sections 238.1, 238.2 and 255.1 of the B.C.Z.R. to permit a front yard setback of 13 feet in lieu of the required 25 feet from a street right-of-way, and a side yard setback of 0 feet in lieu of the required 30 feet, for an existing building. The subject property and relief sought are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the hearing on behalf of the Petitions were Frederick L. Matusky, property owner, Lynn R. Hogg, Vice President of Visionelle, Inc., Contract Lessee, Scott Rouk, Registered Landscape Architect with Morris and Ritchie Associates, Inc., who prepared the site plan of this property, and Thomas B. McCarty, Esquire. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property consists of a gross area of 0.48 acres, more or less, zoned M.L.-I.M., and is improved with a brick and block building

containing office and warehouse space. The Petitioners have contracted to lease approximately 7,280 sq.ft. of the subject building to Visionelle, Inc. who wishes to establish a car detailing business at the subject location to serve clients in the Hunt Valley business park. Testimony indicated that the detailing services offered by Visionelle, Inc. include washing, waxing, vacuuming, and related cleaning services associated with such use. The Petitioners testified that there will be no body and fender work, or customized automotive services associated with the proposed use, and that no automotive service work will be performed on the premises. Testimony indicated that the space to be utilized by Visionelle, Inc. was previously occupied by a furniture wholesaler. As shown on the site plan, that area of the building to be leased by Visionelle, Inc. has been highlighted in blue. The remainder of the building will continue to be used by the property owner as office/warehouse space.

In addition to the special exception relief sought, the Petitioners request variance relief for the existing building. No new structures are proposed in conjunction with the proposed use; however, the requested variances are necessary to legitimize existing conditions on the property.

It is clear that the B.C.Z.R. permits the use proposed in an M.L.-I.M. zone by special exception. It is equally clear that the proposed use would not be detrimental to the primary uses in the vicinity. Therefore, it must be determined if the conditions as delineated in Section 502.1 are satisfied.

The Petitioner had the burden of adducing testimony and evidence which would show that the proposed use met the prescribed standards and requirements set forth in Section 502.1 of the B.C.Z.R. The Petitioner has shown that the proposed use would be conducted without real detriment to the neighborhood and would not adversely affect the public interest. The facts and circumstances do not show that the proposed use at the particular location described by

Petitioner's Exhibit 1 would have any adverse impact above and beyond that inherently associated with such a special exception use, irrespective of its location within the zone. Schultz v. Pritts, 432 A.2d 1319 (1981).

The proposed use will not be detrimental to the health, safety, or general welfare of the locality, nor tend to create congestion in roads, streets, or alleys therein, nor be inconsistent with the purposes of the property's zoning classification, nor in any other way be inconsistent with the spirit and intent of the B.C.Z.R.

After reviewing all of the testimony and evidence presented, it appears that the special exception should be granted with certain restrictions as more fully described below. However, the special exception granted herein shall be limited to an automotive detailing operation, only. In the event the Petitioners choose to expand their detailing business to include uses more directly associated with a service garage activity, then a new special hearing must be requested to determine the appropriateness of such expanded use on the subject property.

An area variance may be granted where strict application of the zoning regulations would cause practical difficulty to the Petitioner and his property. McLean v. Soley, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the Petitioner must meet the following:

- 1) whether strict compliance with requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;
- 2) whether a grant of the variance would do a substantial justice to the applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give sufficient relief; and,
- 3) whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. of Appeals, Town of Chesapeake Beach, 22 Md. App. 28 (1974).

After due consideration of the testimony and evidence presented, it is clear that practical difficulty or unreasonable hardship will result if the variance is not granted. It has been established that special circumstances or conditions exist that are peculiar to the subject property and that strict compliance with the zoning regulations will unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the relief requested will not cause any injury to the public health, safety or general welfare, and meets the spirit and intent of the B.C.Z.R.

Pursuant to the advertisement, posting of the property, and public hearing on these Petitions held, and for the reasons given above, the special exception and variance requests should be granted.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 16<sup>th</sup> day of April, 1999 that the Petition for Special Exception to permit a service garage use on the subject property, pursuant to Section 253.2.B.3 of the Baltimore County Zoning Regulations (B.C.Z.R.), in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED; and,

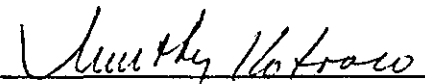
IT IS FURTHER ORDERED that the Petition for Variance seeking relief from Sections 238.1, 238.2 and 255.1 of the B.C.Z.R. to permit a front yard setback of 13 feet in lieu of the required 25 feet from a street right-of-way, and a side yard setback of 0 feet in lieu of the required 30 feet, for an existing building, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restrictions:

- 1) The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.



- 2) The special exception granted herein shall be limited to an automotive detailing operation, only. There shall be no body and fender work, or customizing of vehicles on the subject property, nor any mechanical services performed on the premises. In the event the Petitioners choose to expand their detailing business to include such uses more directly associated with a service garage activity, then a new special hearing must be requested to determine the appropriateness of such expanded use on the subject property.
- 3) When applying for a building permit, the site plan filed must reference this case and set forth and address the restrictions of this Order.

TMK:bjs

  
TIMOTHY M. KOTROCO  
Deputy Zoning Commissioner  
for Baltimore County

## LEASE AGREEMENT

THIS LEASE, made this 2nd day of **October 2001**, by and between **Matusky Investments Company**, hereinafter called "Landlord" and **Roy Field's Auto Service, inc. and Roy C. Fields personally, both jointly and severally guarantee payment and hereinafter called "Tenant."**

WITNESSETH that in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord premises located at **10606 Beaver Dam Road, Hunt Valley (Baltimore County), Maryland 21030 for a total of 6,680 square feet**, upon the following terms and conditions:

### SECTION I. TERM

(A) The term of this lease shall commence on **October 2, 2001** and shall be for a period of **Five years ending on October 31, 2006**, plus the part of a month, if any from the date of the commencement of the term of the first day of the first full calendar month in the term.

(B) The taking of possession of the demised premises shall be deemed an acceptance of same by Tenant and shall be deemed substantial completion by Landlord of all Landlord's work for the purposes of determining commencement date. For the purposes of this Section, the work to be done by Landlord shall be deemed substantially completed even though minor details or adjustments shall not materially interfere with Tenant's use of the demised premises may not then have been completed, but which work Landlord agrees with thereafter be completed. Promptly after the commencement date, each of the parties hereto agrees, upon demand of the other, to execute a declaration, in recordable form, expressing the commencement and termination dated of the term.

(C) This lease and the tenancy hereby created shall cease and determine at the end of the original term hereof, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a Tenant holding over to the same extent as if statutory notice had been given.

### SECTION 2. SUBORDINATION

Tenant's rights under this lease agreement are, however, and shall always be subordinate to the operation and effect of any mortgage, deed of trust, ground lease, or

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other security instrument now or hereafter placed upon the property of which the leased premises are a part, or any part hereof, by Landlord, or any renewal, modification, consolidation, replacement or extension of any such mortgage, deed of trust or ground lease; provided, however, that so long as tenant complies with the terms and conditions of this lease, Tenant shall have the right to continued possession of the premises under all of the terms of this lease. This subsection shall be self-operative and no further instrument or subordination shall be necessary; but, Tenant shall execute promptly any instrument or subordination that Landlord may request from time to time.

### SECTION 3. RENT

(A) Tenant covenants and agrees to pay the Landlord, as rental for the demised premises, a rent at the rate of **Fifty-six Thousand Seven Hundred Eighty Dollars (\$56,780.00)**, for the first year (the "Base Rental"), which Base Rental shall be payable in equal monthly installments of **Four Thousand Seven Hundred Thirty-one Dollars and Sixty-seven Cents (\$4,731.67)**, the second year rental shall be at the rate of **Fifty-nine Thousand Fifty-one Dollars and Twenty cents (\$59,051.20)** which shall be payable in equal monthly installments of **Four Thousand Nine Hundred Twenty Dollars and Ninety-three Cents (\$4,920.93)**, the third year rental shall be paid at the rate of **Sixty-one Thousand Four Hundred Thirteen Dollars and Twenty-five Cents (\$61,413.25)** which shall be payable in equal monthly installments of **Five Thousand One Hundred Seventeen Dollars and Seventy-seven Cents (\$5,117.77)**, the fourth year rental shall be at the rate of **Sixty-three Thousand Eight Hundred Sixty-nine Dollars and Seventy-eight Cents (\$63,869.78)** which shall be payable in equal monthly installments of **Five Thousand Three Hundred Twenty-two Dollars and Forty-eight Cents (\$5,322.48)**, the fifth year rental shall be at the rate of **Sixty-six Thousand Four Hundred Twenty-four Dollars and Fifty-seven Cents (\$66,424.57)** which shall be payable in equal monthly installments of **Five Thousand Five Hundred Thirty-five Dollars and Thirty-eight Cents (\$5,535.38)**. All rental payments shall be made in advance on the first day of each full calendar month during the term, the first such payment to include also any pro-rated rental for the period from the date of the commencement of the term to the first day of the first full calendar month in the term.

(B) Tenant will promptly pay all rent, and additional rent, herein prescribed when and as the same shall become due and payable. If Landlord shall pay any monies to incur any expenses in correction of violation of covenants herein set forth, the amounts so paid or incurred shall, on notice to Tenant, be considered additional rentals. All rent, and additional rent, payable by Tenant to Landlord under this Agreement shall be paid and delivered to Landlord at the Office of Landlord herein designated by it for notices.

(C) All payments required to be made by Tenant to Landlord hereunder shall

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be payable at such address as Landlord may specify from time to time by written notice delivered in accordance herewith. The obligation of Tenant to pay base rent and other sums to Landlord and the obligations of Landlord to Tenant under this lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this lease. If Tenant is delinquent in paying any monthly installment of base rent or any other amount payable by it to Landlord for more than five (5) days, Tenant shall pay to Landlord on demand a late charge equal to ten percent (10%) of such delinquent sum. After the fifth day interest shall accrue at the rate of eighteen percent (18%) on all unpaid amounts. The provision for such late charge and interest shall be in addition to all of Landlord's other such rights and remedies hereunder or at law and shall not be construed as a penalty but as additional rent. Should Tenant provide Landlord with an instrument of payment that is returned deemed as non payable due to insufficient funds, or non payable for any other reason twice within any twelve month period, than all future payments for rent shall be by only certified funds for the remainder of the term of the lease.

#### SECTION 4. SECURITY DEPOSIT

- (A) Landlord hereby acknowledges receipt from Tenant of the sum of **Nine Thousand Four Hundred Sixty-three Dollars and Thirty-four Cents (\$9,463.34)**, to be used as security deposit.
- (B) The security deposit is not an advance rental deposit nor is it a measure of Landlord's damages in case of Tenant's default. Upon each occurrence of an event of default, Landlord may use all or part of the security deposit to pay delinquent payments due under this lease, and the amount of any damage, injury, expense or liability caused by such event of default, without prejudice to any other remedy provided herein or provided by law. Tenant shall pay Landlord on demand the amount necessary to restore the security deposit to its original amount. No part of the security deposit shall be considered to be held in trusts, to bear interest, or to be a prepayment for any monies to be paid by Tenant under this lease.

#### SECTION 5. USE/CARE OF PREMISES

(A) The demised premises shall be used and occupied by Tenant for the purpose of **Automobile Mechanical Repair Shop** and for no other purpose whatsoever **without written consent of the Landlord which may be withheld in landlord's absolute discretion.**

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10-10-01

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10/10/01

(B) Tenant covenants and agrees that the premises shall not be used for any unlawful purpose whatsoever and that it shall execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or enforced, applicable to the demised premises or Tenant's use and occupancy thereof, by the City, County, State or Federal Government and of each and every department, bureau and official thereof, and of the Board of Fire Underwriters having jurisdiction thereof.

(C) Tenant will not, without the consent in writing of Landlord, place, maintain or store any materials, equipment or other articles of any kind on the outside of the building of which the premises are a part; it will maintain the premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests; and, it will not permit undue accumulations of garbage, trash, rubbish and other refuse, but will remove the same at his expense and will keep such refuse in rodent-proof containers.

#### SECTION 6. PARKING AREAS

During the term of this lease, Tenant shall be entitled to the exclusive use of thirteen (13) parking spots on the north side of the building and 13 bays within the leased space for a total of 26 areas of parking as shown on attachment "EXHIBIT A". In addition the Tenant shall be entitled to non-exclusive use, in common with others of the driveways and footways, provided that such use shall be subject to such rules and regulations as Landlord may from time to time prescribe governing the same; and provided further that Landlord shall at all times have full and exclusive control, management and direction of said driveways, footways and parking areas. Landlord shall have the right to close temporarily all or any portion of the parking areas of facilities as may be required for proper maintenance, new construction, and/or repair; and, Landlord shall have the right from time to time to change the location, layout and arrangement of the parking areas, driveways and footways. The Landlord holds for his exclusive use the area south of the building and the rear or west back portion of the building. Tenant has no outside storage other than the thirteen parking spaces as shown on "EXHIBIT A" and those spaces are for vehicle parking only. At no time will Tenant store damaged, partially damaged vehicles, or vehicles not in running condition in the thirteen outside spaces.

#### SECTION 7. REAL ESTATE TAXES

(A) Tenant shall pay monthly, as additional rent, that amount which is Tenant's "proportionate share", as hereinafter defined as fifty-eight per cent (58%), of any real estate taxes, as hereinafter defined, due and payable with respect to the **10604 and 10606 Beaver Dam Road Building** and the .75+/- acres of land upon which it is located.

(B) For the purposes of item (A) above the current tax bill is attached to this

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lease and marked as "EXHIBIT B". The gross amount is marked as **Seven Thousand Two Hundred Sixty-six Dollars and Sixteen Cents (\$7,266.16)**. Tenants prorated share as previously established as Fifty-eight percent (58%) amounts to **Four Thousand Two Hundred Fourteen Dollars and Thirty-seven Cents (\$4,214.37)**. This amount to be paid with and considered additional rent in the amount of **Three Hundred Fifty-one Dollars and Twenty Cents (\$351.20)/month**.

(C) Landlord will within 60 days of receipt of new years tax bill provide adjustment amount if any to Tenant and Tenants proportionate share will change accordingly to reflect change in the tax bill.

#### SECTION 8. UTILITIES

Tenant covenants and agrees to pay all charges for any and all utilities servicing the demised premises during the term hereof, including gas, telephone and electricity (including electricity for exterior security lights servicing the leased premises); and it shall insure that payments are made in a timely manner so that no liens therefore shall lie against the leased premises. The water is served by only one meter and that bill will be prorated as per the proportionate share having been established previously in this lease as fifty-eight percent (58%) and shall be considered additional rent .

#### SECTION 9. REPAIRS AND MAINTENANCE

(A) Landlord and Tenant will keep the exterior of the premises including roof, pavement, macadam pavement, exterior walls, gutters, foundations, footings and underground utility mains up to the leased premises, and including any doors, windows and glass in good order and repair, provided that Tenant or Landlord shall give written notice of the necessity for such repairs. These repairs will be prorated as per the proportionate share having been established previously in this lease as fifty-eight percent (58%) and shall be considered additional rent.

This is providing that the damage thereto shall not have been caused by the negligence of Tenant, its employees, licensees, invitees, or contractors, in which event Tenant shall be responsible therefor in full.

(B) Tenant will keep the interior of the premises, together with all electrical, plumbing, and mechanical installations therein, in good order and repair, and will make all repair and replacement thereto at its own expense. Tenant will surrender the leased premises at the expiration of the term, or at such other time as it may vacate the premises, in as good condition as when received, excepting depreciation caused by ordinary wear and tear and damage by fire, or Act of God. Landlord is engaged in the business of heating and air conditioning service and repair and Tenant will be required to retain the services of FLO-TRON CONTRACTING, INC. to perform the routine maintenance to these systems. The cost of this service is \$750.00 per year and includes four quarterly filter replacements and routine maintenance. The cost of repairs is not

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included. The cost of these services will be considered additional rent.

(C) Tenant will promptly repair at its own expense any damage to the leased premises caused by bringing into the premises any property regardless of fault or by whom such damage shall be caused, unless caused by Landlord, its agents, employees or contractors; and, in default of such repairs by Tenant, Landlord shall make the same and Tenant agrees to pay the cost thereof to Landlord promptly upon Landlord's demand therefor and these costs shall be considered additional rent.

#### SECTION 10. CONSTRUCTION BY LANDLORD

Landlord has the right to perform such new or addition construction work as the landlord deems, absolutely. Tenant may be asked to move from the affected area of construction into temporary space on the property as provided by the Landlord. The cost of such relocation and the temporary facilities shall be borne solely by the Landlord and such action shall have no effect on the rental amounts or additional rental amounts due.

#### SECTION 11. ALTERATIONS BY TENANTS

Tenant will not alter the interior or exterior of the leased premises and will not make any structural alterations or leasehold improvements to the premises or any part thereof without first obtaining Landlord's written approval of such alterations; and, Tenant agrees that any improvements made by it shall immediately become the property of Landlord and shall remain upon the premises at the expiration of the term; or, in the alternative, Landlord may require that any lease hold improvements be removed and the premises restored to their original condition at Tenant's sole cost and expense. Tenant further will not cut or drill into or secure any fixture, apparatus or equipment of any kind to any part of the premises without first obtaining Landlord's written consent.

#### SECTION 12. SIGNS

Tenant will not affix any sign upon the exterior of the leased premises, or any signs visible from the exterior of the premises without first obtaining, in writing, permission from the Landlord.

#### SECTION 13. PUBLIC LIABILITY INSURANCE

Tenant shall obtain and keep in force, at its own expense, so long as this lease remains in effect, and during such other time as Tenant occupies the leased premises or any part thereof, public liability insurance with respect to the leased premises placed with a company which is duly licensed in the State of Maryland, and in a form of policy acceptable to Landlord, covering both Landlord and Tenant, with minimum limitations of One Million Dollars \$1,000,000.00 on account of bodily injury to or death of one person as

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the result of any one occurrence and One Million Dollars \$1,000,000.00 property damage any one occurrence with certificate of same showing a ten (10) day notice of cancellation and Landlord as additionally insured. Tenant will deposit the policy of such insurance, or a certificate thereof, with Landlord, within twenty-one (21) days after the commencement of the term and on the same date each year thereof during the term thereof. If at any time Tenant does not comply with the covenants made in this Section, Landlord may, at its option, cause insurance as aforesaid to be issued, and in such event, Tenant shall pay the premium for such insurance promptly upon Landlord's demand as additional rent.

#### SECTION 14. INDEMNITY BY TENANT

Tenant will indemnify Landlord and save it harmless from and against any expenses, loss or liability paid, suffered or incurred as the result of any breach by Tenant, Tenant's agents, servants, employees, contractors, licensees, or invitees of any covenant or condition of this Lease Agreement, and any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the demised premises or any part thereof or any other part of the **10604 and 10606 Beaver Dam Road Building** or land upon which it is located, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, servants, employees, contractors, customers, visitors or licensees; provided, however, that this indemnification shall not apply to any such injury, loss, damage or liability arising from any negligence on the part of Landlord, its agents, servants, employees, contractors or licensees.

#### SECTION 15. COMPLIANCE WITH FIRE INSURANCE

Landlord shall maintain fire and extended coverage insurance upon the **10604 and 10606 Beaver Dam Road Building**, but, such insurance shall not include coverage for any contents or tenant improvements therein. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything, in, upon or about the leased premises which will contravene Landlord's policy insuring against loss or damage by fire or other hazards (including but not limited to, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept, in, upon or about the premises shall cause the rate of fire or other insurance on the leased premises or other property of Landlord in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the premises for the purposes permitted hereunder or to such other property for the use or uses made thereof, Tenant will pay as part of and in addition to the next due monthly rental any increase in the premium of any insurance on the premises hereby leased (or, if the premises hereby leased are a part of a building, then any increase in the premium of any insurance on said entire building) caused by the occupancy of the tenant, the nature of the business carried

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on by the tenant, in said premises, or otherwise resulting from any act of the tenant, its agents, servants, employees, invitees, or customers.

#### SECTION 16. FIRE OR OTHER CASUALTY

If the leased premises shall be damaged by fire, the elements, or other casualty, but are not thereby rendered untenable, in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent shall not be abated; if by reason of such occurrence, the premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable; if by reason of such occurrence the premises shall be rendered wholly untenable, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent meanwhile shall be abated in whole, unless within ninety (90) days after said occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct the destroyed premises, in which event this lease and the tenancy hereby created shall cease as of the date of said occurrence, all rentals to be adjusted as of such date.

#### SECTION 17. ENVIRONMENTAL REQUIREMENTS

(A) Tenant hereby represents and warrants to Landlord that any materials that will be located on the premises which, under federal, state, or local law, statute, ordinance or regulations; or court or administrative order or decree; or private agreement (collectively known as, "Environmental Requirements"), that require special handling in collection, storage, treatment, or disposal, that all proper "Environmental Requirements" will be adhered to.

(B) Tenant hereby covenants and agrees that if at any time it is determined that any materials located on the premises which, under any "Environmental Requirements", require special handling in collection, storage, treatment, or disposal, are not being handled in accordance with "Environmental Requirements", that Tenant shall within thirty (30) days after written notice thereof, take or cause to be taken, at its sole expense, such actions as may be necessary to comply with all "Environmental Requirements". If Tenant shall fail to take such action, Landlord may make advances or payments towards performance or satisfaction of the same but shall be under no obligation to do so; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorney's fees, fines, or other penalty payments, shall be at once repayable by Tenant and shall bear interest at the rate of eighteen percent (18%) per annum, from the date the same shall become due and payable until the date paid. Failure of Tenant to comply with all "Environmental Requirements" shall constitute and be a default under this Lease Agreement.

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(C) Tenant will remain totally liable hereunder regardless of any other provisions which may limit recourse.

#### SECTION 18. CONDEMNATION

If all or any part of the **10604 and 10606 Beaver Dam Road Building** shall be taken under power of eminent domain, then in such event this lease shall terminate at the option of Landlord on the day when possession of the building is required to be yielded. If Landlord shall exercise its option to terminate this lease as aforesaid, it shall provide the Tenant with written notice thereof at least sixty (60) days prior to the effective date of termination. Landlord reserves to itself, and Tenant hereby assigns to Landlord, all rights to damages occurring on account of any such taking, or condemnation or by reason of any act of any public or quasipublic authority for which damages are payable, provided however, that Landlord shall not be entitled to any portion of such award made solely to Tenant, e.g. for the cost of removal of stock and fixtures.

#### SECTION 19. ASSIGNMENT/SUBLETTING

Tenant will not assign this lease in whole or in part, nor sublet all of any part of the premises, without the prior written consent of Landlord. Which permission Landlord may withhold in Landlord's absolute discretion. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assignment or subletting shall be construed to include a prohibition against any subletting or assignment by operation by law.

#### SECTION 20. INSPECTIONS BY LANDLORD

Tenant will permit Landlord, its agents, employees and contractors to enter the leased premises and all parts thereof, during business hours, to inspect the same and to enforce and carry out any provision of this agreement. Additionally, for the period of six (6) months prior to the expiration of the original term of this lease, or any renewal or extension thereof, Landlord may show premises and all parts thereof to prospective tenants during normal business hours. Landlord may additionally display a for rent sign at any time during this period. Additionally, the landlord may display a for sale sign at any time.

#### SECTION 21. LIMITATION OR TENANT REMEDIES

If Landlord shall fail to perform a covenant, term or condition of this Agreement upon Landlord's part to be performed, and, as a consequence of such default, Tenant shall recover any money judgment against Landlord, such judgment shall be satisfied

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only (i) out of the proceeds of sale received upon the execution of such judgment and levy thereon against the rights, title and interest of Landlord in the property of which the demised premises are a part; (ii) out of the rents or other income of the property of which the demised premises are a part receivable by Landlord; and/or (iii) out of the consideration received or receivable by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the property of which the demised premises are a part. In the event Landlord shall sell, transfer, assign or in any manner dispose of its interest in the premises which are the subject matter of this lease, Landlord's rights, obligations and covenants contained in this Agreement, as to this Landlord, shall thereupon cease and be no longer binding or effective.

## SECTION 22. BANKRUPTCY/INSOLVENCY OF TENANT

If any sale of Tenant's interest in the premises created by this Agreement shall be made under execution or similar legal process, or if Tenant shall be adjudicated bankrupt or insolvent, and such adjudication is not vacated within thirty (30) days, or if a receiver or trustee shall be appointed for its business or property, and such appointment shall not be vacated within thirty (30) days, or if a corporate reorganization of Tenant or any arrangement with its creditors shall be approved by a court under the Federal Bankruptcy Act, or if Tenant shall make any assignment for the benefit of creditors, or if in any manner Tenant's interest under this Agreement shall pass to another by operation of law, then, in any of said events, Tenant shall be deemed to have breached a material covenant of this lease and Landlord may at its option, re-enter the premises and declare this lease and the tenancy hereby created terminated, but notwithstanding such termination, Tenant shall remain liable for all rent and damages which may be due at the time of such termination.

## SECTION 23. DEFAULT BY TENANT

If Tenant shall violate either (a) the covenant to pay rent or additional rent and shall fail to comply with said covenant within the (10) days after being sent written notice of such violation by Landlord, or (b) any other covenants made by it in this agreement and shall fail to comply or commence compliance within fifteen (15) days after being sent written notice of such violation by Landlord, then Landlord may, at its option, re-enter the premises and declare this Lease and the tenancy hereby created terminated, and Landlord shall be entitled to the benefit of all provisions of applicable laws respecting speedy recovery of land and tenements held over by Tenants or proceedings in forcible entry and detainer.

Tenant further agrees that, notwithstanding re-entry and termination as hereinabove provided, Tenant shall remain liable for any rent and damages which may be due and sustained prior thereto as well as all reasonable costs, attorney and professional

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fees and expenses incurred by landlord in leasing the premises to another tenant and Tenant shall further be liable for liquidated damages to be calculated in the following manner: Tenant shall pay an amount of money equal to the total rent which but for termination would have become payable during the unexpired portion of the term remaining at the time of such termination, less the amount of rent, if any, which Landlord may receive during such period from others to whom the premises may be rented on such terms and conditions and at such rentals as Landlord, in its sole discretion, shall deem proper.

#### SECTION 24. INJURY FROM LEAKAGE

Landlord shall not be liable to Tenant, its agents, employees, contractors, customers or other visitors for any Injury or damage to person or property resulting from water, rain, snow or dampness which may leak or issue from or through any part of the premises or from pipes, appliances, or plumbing other than that caused by failure of Landlord to make any repairs which Landlord is required to make under terms of the Agreement and Tenant shall defend and indemnify Landlord from any claim of liability from which Landlord is hereby exonerated.

#### SECTION 25. RECORDING

It is understood and agreed that this lease agreement shall not be recorded by Landlord or Tenant unless such recording is required by the holder of any mortgage or deed of trust now or hereafter placed upon the **10604 and 10606 Beaver Dam Road Building** by Landlord. In the event recording of this lease is required, Landlord and Tenant agree to execute, acknowledge and deliver a short form of lease for this purpose; and, recording charges and any stamp, transfer or like taxes shall be borne by the party requesting such recording.

#### SECTION 26. EXTENSION OPTIONS

Tenant shall have, and is hereby granted, options to extend the term of this lease for **No** year(s) immediately following the initial term of this lease. This option to extend shall be exercisable by Tenant only by giving written notice thereof to Landlord at least six (6) months prior to the expiration of the initial term of this lease or the first extension period, as the case may be. Each extension of the term of this lease shall be upon the same terms, covenants and conditions as set forth herein with respect to the initial term of this lease, including, inter alia, Tenant's obligation to pay increased rentals as provided in Section 3(B). All references herein to the term of this Lease shall be construed to mean the initial term of this lease and any extensions thereof pursuant to this Section 23, unless the context indicates that another meaning is intended. The aforementioned extension options may not be exercised and shall be null and void if, at a time when such an option may be exercised, this Lease Agreement shall not be in force and effect, or Tenant shall

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be in default under this Lease Agreement.

## SECTION 27. NOTICES

All notices from Tenant to Landlord required or permitted by any provision of this lease, shall be sent by registered mail and addressed to Landlord at: **Matusky Investments Company, P.O. Box 130, Hunt Valley, Maryland 21031**. All notices from Landlord to Tenant so required or permitted shall be sent by registered mail and addressed to Tenant at **7 Kilglass Court #201, Timonium, Maryland 21093**. Either party may from time to time designate in writing a substitute address for that above set forth, and thereafter all notices to such party shall be sent registered mail to such address.

## SECTION 28. REMEDIES CUMULATIVE

No mention in this agreement of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity; and, the failure of Landlord to insist in any one or more instances upon strict performance of any covenant of this Agreement, or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

## SECTION 29. OCCUPANCY PERMIT AND SPECIAL EXCEPTION

This lease and the obligations of the parties hereunder are subject to, and contingent upon, the Tenant obtaining, at tenant's sole cost and expense, a final and unappealable Special Exception and Occupancy Permit within 90 days from the date hereof (or within an extended period of time hereafter deemed reasonably necessary by the joint written agreement of all parties hereto to extend the said ninety (90) day period) as required by appropriate government authorities, to allow the Premises to be used as set forth in Section 4 of this Lease. Upon the execution hereof, Tenant shall promptly file for and diligently pursue the requisite Special Exception and Occupancy Permits. Any improvements that may be required to obtain such occupancy and or special exception shall be borne solely by the tenant. If the Special Exception and Occupancy Permits are not obtained within the time set forth herein, Tenant may, by written notice to Landlord, terminate this Lease.

## SECTION 30. SUCCESSORS AND ASSIGNS

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This lease and the covenants, terms and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of tenant and only such assignees of Tenant to whom an assignment by Tenant has been consented to in writing by landlord.

#### SECTION 31. AGREEMENT

This lease contains the entire agreement between the parties hereto; and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this lease in whole or in part unless such agreement is in writing and signed by each of the parties hereto. Landlord has made no representations or promises with respect to the leased premises except as are herein expressly set forth.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement as of the day and year first above written.

WITNESS:

LANDLORD:

Sharon Z. Ledy

BY:

Frederick L. Matusky  
Landlord (seal)

Sharon Z. Ledy

BY:

Roy C. Fields

Roy C. Fields as President of Roy Fields Auto  
Service, Inc. Tenant (seal)

Sharon Z. Ledy

BY:

Roy C. Fields

Roy C. Fields Personal Guarantor

Frederick L. Matusky

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on the 22<sup>nd</sup> day of October 2001, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frederick L. Matusky, who acknowledged himself to be **President of Matusky Investments Company**, a Maryland Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the purpose therein contained as the duly authorized Officer of said Corporation by signing the name of the Corporation by

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himself/herself as Officer.

As Witness my hand and notarial seal.

My Commission Expires:

Date: 01/22/05

Notary Public

Roy Fields

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on the 22<sup>nd</sup> day of October 2001, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Roy Fields, who acknowledged himself to be President of **Roy Field's Auto Service, Inc.**, a Maryland Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the purpose therein contained as the duly authorized Officer of said Corporation by signing the name of the Corporation by himself/herself as Officer.

As Witness my hand and notarial seal.

My Commission Expires:

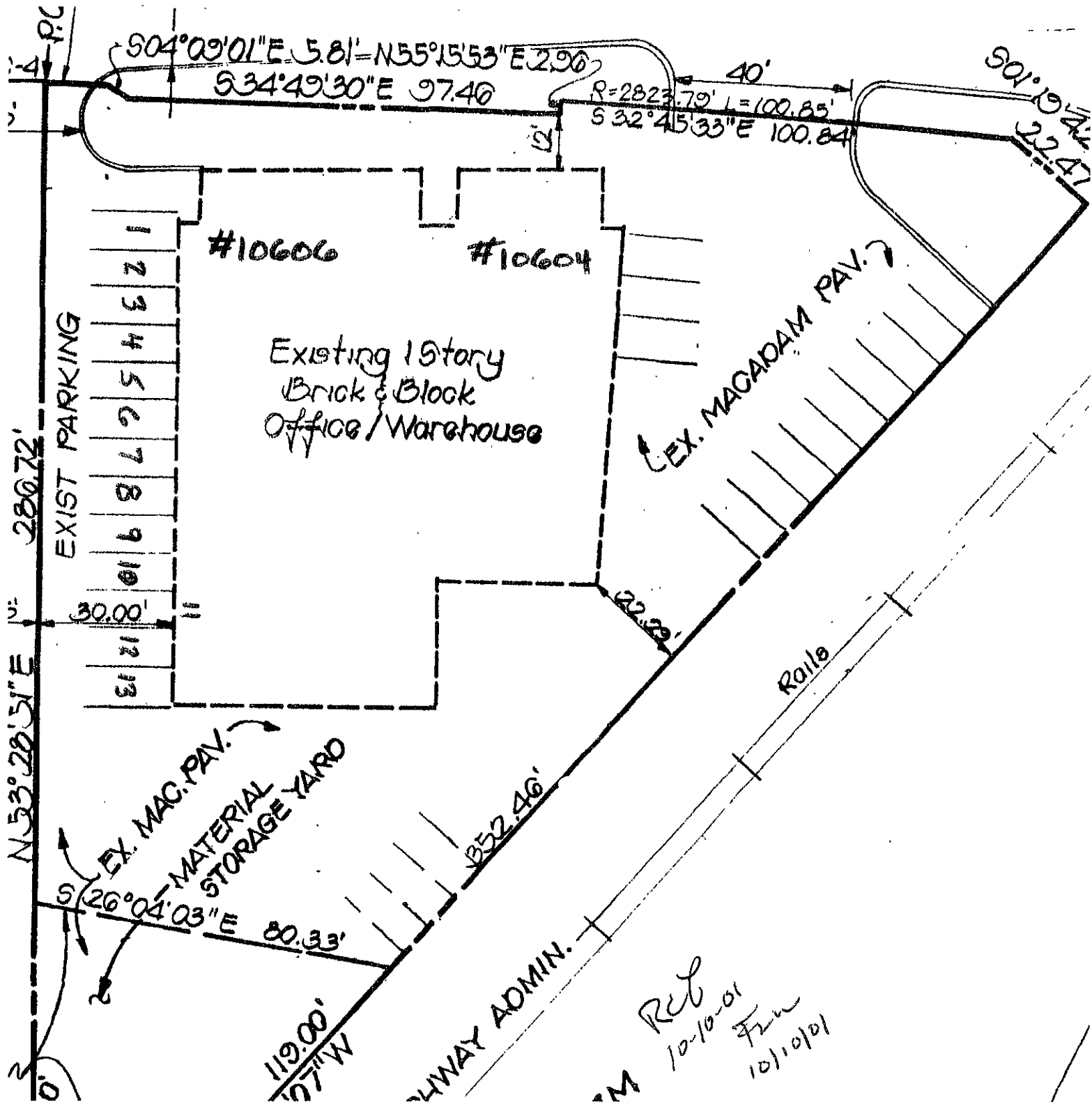
Date: 01/22/05

Notary Public

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# "EXHIBIT A"

BEAVER DAM RD.





LEVY PERIOD  
JULY 1, 2001-JUNE 30, 2002

<u>RATE</u> <u>PER \$100</u>	<u>TAXES/CHARGES</u>
1.115	5,989.78
.084	451.25
	825.13

PROPERTY DESCRIPTION  
EIGHTH STREET PROPERTY  
0.05 AC  
10606 BEAVER DAM  
208165

GROSS BILL 7,266.16

INTEREST/ DISCOUNT
NET TOTAL

CONSTANT YIELD 1.115 DIFFERENCE 0.000

PLEASE RETURN THIS PART WITH  
YOUR FIRST SEMIANNUAL PAYMENT

MAIL TO: BALTIMORE COUNTY  
P.O. BOX 64281  
BALTO. MD. 21264-4281

CYCLE BILL DATE  
FY 07/01/2001 1-208165

**FIRST SEMI-ANNUAL  
PAYMENT CHARGES**

IF PAID  
BY

DISCOUNT

**PAY THIS  
AMOUNT**

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*****
*
* SEMIANNUAL PAYMENT ELIGIBILITY :
* -----
*
* A PROPERTY OWNER IS ELIGIBLE TO ELECT THE SEMIANNUAL
* PAYMENT OF THEIR REAL PROPERTY TAXES FOR A RESIDENTIAL
* PROPERTY THAT IS DESIGNATED AS THEIR 'PRINCIPAL RESIDENCE'.
*
* THIS PROPERTY IS IDENTIFIED WITH THE STATE DEPARTMENT OF
* ASSESSMENTS AS 'NOT A PRINCIPAL RESIDENCE' AND IS NOT
* ELIGIBLE FOR THE SEMIANNUAL PAYMENT OPTION. TO CORRECT
* STATUS CALL 410-512-4905.
*****

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**SECOND SEMIANNUAL PAYMENT**

TOTAL SEMI-ANNUAL PAYMENTS

Jul. and Dec. Payments:  
Aug. and Dec. Payments:  
Sep. and Dec. Payments:

**GROSS**

PLEASE RETURN THIS PART WITH  
YOUR FULL ANNUAL PAYMENT

MAIL TO: BALTIMORE COUNTY  
P.O. BOX 64281  
BALTO. MD. 21264-4281

CYCLE	BILL DATE
FY	07/01/2001

OWNER'S NAME AND ADDRESS

**FULL ANNUAL  
PAYMENT CHARGES**

IF PAID  
BY

DISCOUNT  
OR INTEREST

**PAY THIS  
AMOUNT**

COTAX  
STTAX  
CHARGES

5,989.78  
451.25  
825.13

7/31

8/31

59.90-  
29.95-

7,206.26  
7,236.21

9/30

7,266.16

10/31

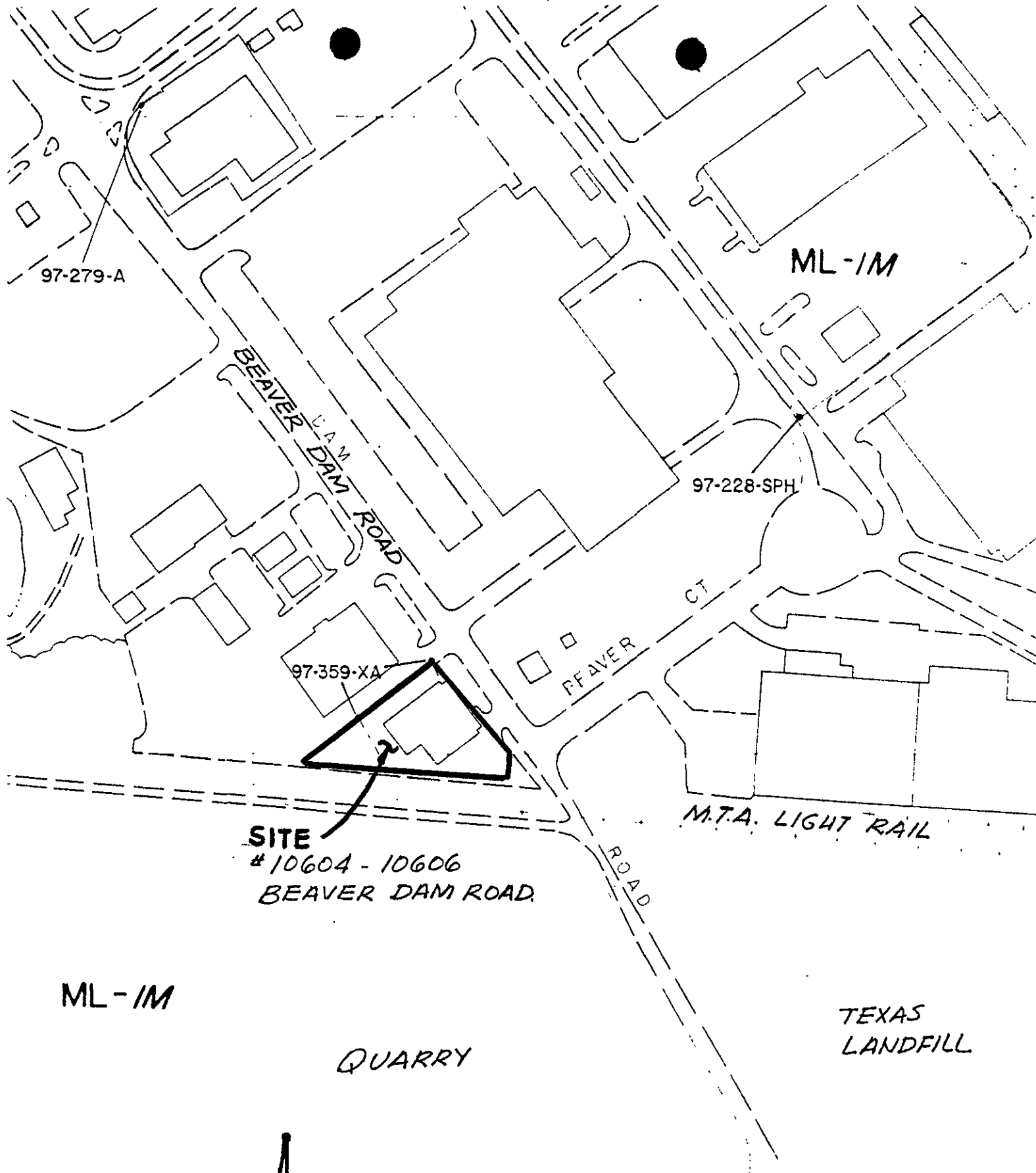
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MATUSKY FREDERICK L  
MATUSKY PATRICIA A  
20800 KENNY MILL RD  
FREELAND MD 21053

GROSS: 7,266.16

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SCALE	LOCATION	SHEET
1" = 200' ±	COCKEYSVILLE	NW
DATE OF PHOTOGRAPHY JANUARY 1986		17-B 02-350-SPH

ZONING CASE HISTORY

CASE 89-314-A: Variance to permit side and rear yard setbacks of 2' each in lieu of the required 30 feet for a proposed addition. Granted April 7, 1989. (This addition has not been constructed as of this date).

CASE 93-137-A: Amended Case No. 89-314-A. Variance to permit side yard setbacks of 24 feet on the North and 25 feet on the South for Lot 1 and 22 feet on the South side yard setback on Lot 2 in lieu of required 30 feet. Granted.

CASE 97-359-XA: #10604-08 BEAVER DAM ROAD. Signage variance denied.

CASE 99-334-XA: Petition for Special Exception for use as Service Garage with auto detailing. Variances for front yard and side yard setbacks. Granted per Order dated April 16, 1999.

CASE 99-441-SPHA: Petition for Special Hearing to amend Site Plan approved per prior Case No. 99-334-XA. Granted June 30, 1999. Variance for 0 ft. front setback for office building, and 22 ft. front yard and 2 ft. side yard for storage building. Granted per Order dated June 30, 1999.

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VICINITY MAP  
SCALE: 1" = 1000'

GENERAL NOTES

- OWNER: Frederick L. & Patricia A. Matysky  
P.O. Box 130, Hunt Valley, MD 21030
- LOCATION: #10604-08 BEAVER DAM ROAD  
LOT 2 of "ELLIOTT PROPERTY"
- DEED: Liber 9802 folio 001  
AREA 0.803 AC.±
- ELECTION DISTRICT: 08
- COUNCILMANIC DISTRICT: 3
- ACCOUNT NO.: 2200016094
- ZONING: ML-IM
- LAND USE: Commercial - Office / Warehouse Building
- BUILDING AREA:
  - Existing Warehouse = 3,570 s.f.±
  - Future Office Addition = 6,970 s.f.±
  - Proposed Storage Bldg. = 2,950 s.f.±
  - Total Building Area = 13,520 s.f.±
- FLOOR AREA: 19,520 / 14,625 = 0.56 < 0.6 allowed.
- PARKING:
  - Required - Office 6970 s.f. / 1000 s.f. x 3.3 spaces = 23.0 p.s.
  - Required - Warehouse 6970 s.f. / 1000 s.f. x 3.3 spaces = 23.0 p.s.
  - Required - Service Garage = 2 x 1 = 2.0 p.s.
  - Total Parking Required = 6,000 s.f. x 3.5 / 1000 = 19.9 p.s.
  - Parking Provided: 11 serv. bays + 33 Regular + 2 handicapped = 46 p.s.
- BUILDING SETBACKS:
  - Required Front: 25 ft.
  - Required Side: 30 ft.
  - Required Rear: 22 ft.±
  - Prop. Storage: 25 ft.±
  - Prop. Office: 30 ft.
  - Prop. Warehouse: 60 ft.
- VARIANCES:
  - \*\* Variance granted per prior Zoning Case No. 93-137-A.
  - \*\* Variances granted per Zoning Case No. 99-441-SPHA to allow front yard setback of 0 feet in lieu of the minimum required 25 feet for the existing office building, and front yard setback of 22 feet in lieu of the minimum required 30 feet for the proposed storage building.
  - \*\* Variance granted per Zoning Case No. 99-441-SPHA to allow front yard setback of 0 feet in lieu of the minimum required 25 feet for the existing office building, and front yard setback of 22 feet in lieu of the minimum required 30 feet for the proposed storage building.
- SIGNS: All existing and proposed signs shall comply with BCZR Section 413 and all zoning policies for M.L. zones.
- LIGHTING: Lighting shall be building or pole mounted and directed away and downward from adjacent and public R/W.
- UTILITIES: Public utilities presently serve this property.
- LANDSCAPE PLAN: There are no known historic buildings, archaeological sites, endangered species habitats, or hazardous material sites located on this property. There are no streams, floodplains or wetlands on this property. There are no significant features that the development proposal will negatively affect. There are no significant regulated plant or wildlife communities per DEPRM and DNR data.
- LANDSCAPE PLAN: Landscape Plan in accordance with the current Landscape Manual shall be approved by FDM prior to issuance of Permits.
- FOREST CONSERVATION ACT: Exempt from the requirements of F.C.A.
- STORMWATER MANAGEMENT: Waiver based upon <10% increase in 2-yr runoff.
- WAIVER OF CRG: A waiver of CRG (W-87-99) was granted in conjunction with Variance Case No. 89-314-A.
- LIMITED EXEMPTION: DRC No. 921637: Limited Exemption from Development Regulations Section 171(A)(5) granted June 15, 1992. DRC No. 081690: Limited Exemption from Development Regulations Section 171(A)(7) granted August 16, 1999. for Office Building Addition and Storage Building.
- PREVIOUS COMMERCIAL PERMITS: Grading Permit #8-395970.

2.1 ZONING CITATION NO. 01-17477

PLAN TO ACCOMPANY PETITION FOR  
SPECIAL HEARING

BUILDING ADDITIONS TO  
10604-10606 BEAVER DAM ROAD  
8th ELECTION DISTRICT  
BALTIMORE COUNTY, MARYLAND

PETITION FOR SPECIAL HEARING:

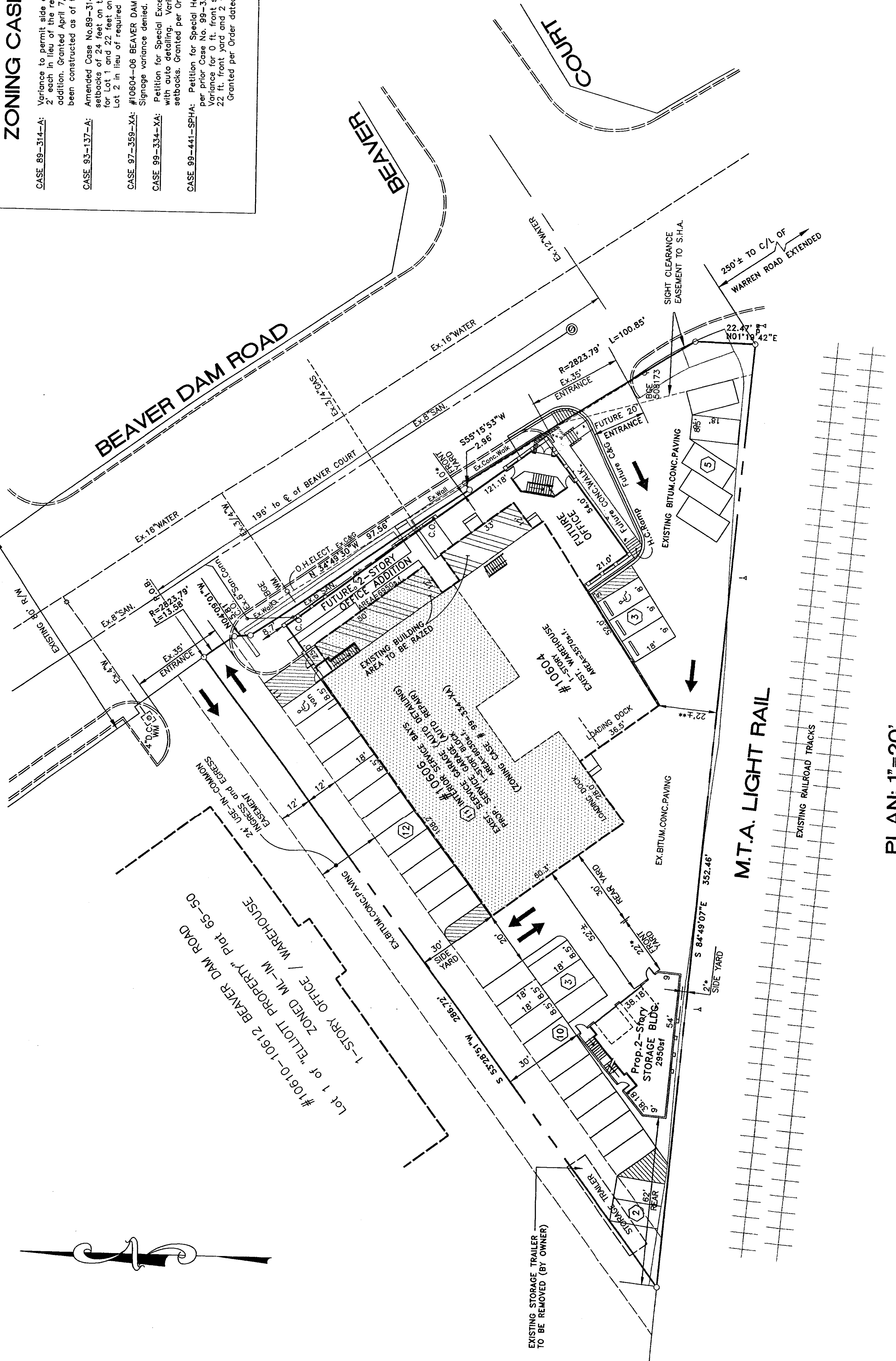
Special Hearing to amend Site Plan and Special Exception previously approved per Zoning Case No. 99-334-XA to allow the use of auto repair within the previously approved service garage area.

REVISIONS		KCW J.O.	99210
DATE	DESCRIPTION	SCALE:	1" = 20'
		DATE:	FEB. 8, 2002
		DESIGNED:	DLK
		DRAWN:	YN
		CHECKED:	DLK
		DRAWING NO.:	C-100A

KCW Engineering Technologies, Inc.  
3104 Timanus Lane, Suite 101  
Baltimore, MD 21244  
Tele 410-281-0033  
Fax 410-281-1065  
www.KCW-ET.com



2-8-2002  
Douglas Kennedy



PLAN: 1"=20'

**NOTICE OF ZONING  
HEARING**

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #02-350-SPH  
10604-10606 Beaver Dam Rd.  
WS of Beaver Dam Rd., 196'  
NW of Beaver Court.  
8th Election District  
3rd Councilmanic District  
Legal Owner(s): Frederick L.  
Matusky  
Contract Purchaser: Roy Fields  
**Special Hearing:** to expand  
the uses and the site plan  
on the subject property in  
zoning case 99-334-XA  
from an automotive detail-  
ing operation to include the  
repair of motor vehicles.  
**Hearing: Friday, April 19,  
2002 at 9:00 a.m. in Room  
407, County Courts Build-  
ing, 401 Bosley Avenue.**

LAWRENCE E. SCHMIDT  
Zoning Commissioner for  
Baltimore County

NOTES: (1) Hearings are  
Handicapped Accessible; for  
special accommodations  
Please Contact the Zoning  
Commissioner's Office at  
(410) 887-4386.

(2) For information con-  
cerning the File and/or  
Hearing, Contact the Zoning  
Review Office at (410) 887-  
3391.

4/009 Apr. 4 C529833

# CERTIFICATE OF PUBLICATION

4/4/, 2002

THIS IS TO CERTIFY, that the annexed advertisement was published  
in the following weekly newspaper published in Baltimore County, Md.,  
once in each of 1 successive weeks, the first publication appearing  
on 4/4/, 2002.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News

J. Wilkinson

LEGAL ADVERTISING